

PURCHASING ITEM FOR **COUNCIL AGENDA**

ST14-003

1. Agenda Item Number:

2. Council Meeting Date: August 15, 2013

TO:

MAYOR & COUNCIL

3. Date Prepared: July 2, 2013

THROUGH:

CITY MANAGER

4. Requesting Department: Transportation & Development

- 5. SUBJECT: Agreement for Wall Removal & Replacements in Jordan Basin and along Rural Road.
- 6. RECOMMENDATION: Staff recommends City Council approval of Agreement ST3-914-3255 with Goldstein & Luera for Wall Removal & Replacements at Jordan Basin and a section along Rural Road in the amount of \$83,334.79.
- 7. BACKGROUND/DISCUSSION: This contract is to remove and replace two existing walls that are in poor condition. The first wall is 400 feet in length and runs along a City alley adjacent to Rural Road. It also includes the side wall of a residential home at the corner of Rural Road and Gail Drive. The second wall runs along the rear of four residential homes on Chilton Road from Carriage Lane west about 275 feet. This wall is along the City-owned stormwater basin on Carriage Lane south of Jordan Elementary School. Both walls will be constructed of reinforced grout-filled masonry block set on a concrete footing.
- 8. EVALUATION PROCESS: On May 7, 2013, staff issued an Invitation for Bid (IFB). The bid was advertised, and all registered vendors were notified. Five responses were received as listed below:

Goldstein & Luera - \$ 83,334.79

JMS Construction -

\$133,277.00

Tri-Com Corporation - \$103,447.02

Building Block Masonry - \$158,954.53

Providence Builders - \$123,315.57

Staff is recommending award to Goldstein & Luera, the lowest responsible bidder.

9. FINANCIAL IMPLICATIONS:

Costs:

\$83,334.79

Savings:

N/A

Long Term Costs:

N/A

Fund Source:

Acct. No.:

Fund Name:

Program Name:

CIP_Funded:

Funds:

401.3310.6611.0.6ST652

General Fund

Wall Repair

Yes

\$83.334.79

10. PROPOSED MOTION: Move City Council approve Agreement ST3-914-3255 with Goldstein & Luera for Wall Removal & Replacements at Jordan Basin and a section along Rural Road in the amount of \$83,334.79.

ATTACHMENT: Agreement, Maps

APPROVALS

11. Requesting Department

R.J. Zeder, Transportation & Development Director

12. Department Head

Cook, Transportation Manager Daniel W.

14. City Manager

13. Procurement Officer

Rich Dlugas

Raquel McMahon, CPPB



WALL REMOVAL AND REPLACEMENT RURAL RD WALL

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MEMO NO. ST14-003

BONARDEN

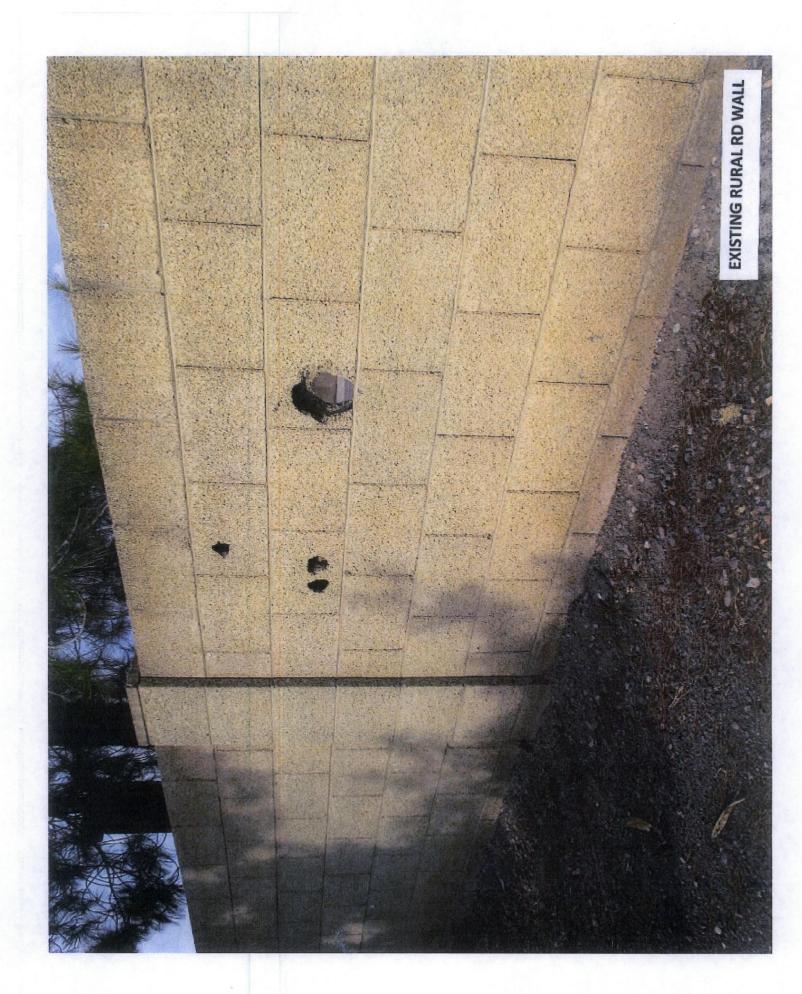
JENTILLY

BURALRD

CITY OF CHANDLER BOUNDARY

GAIL



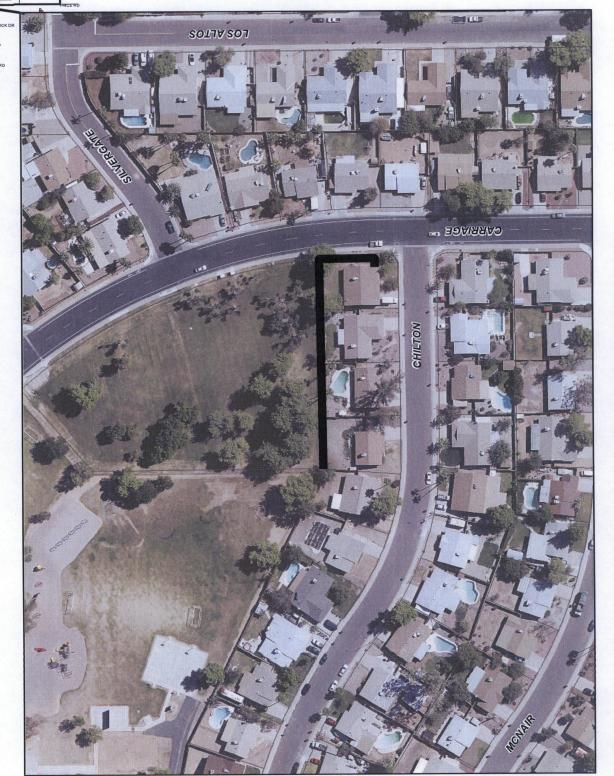


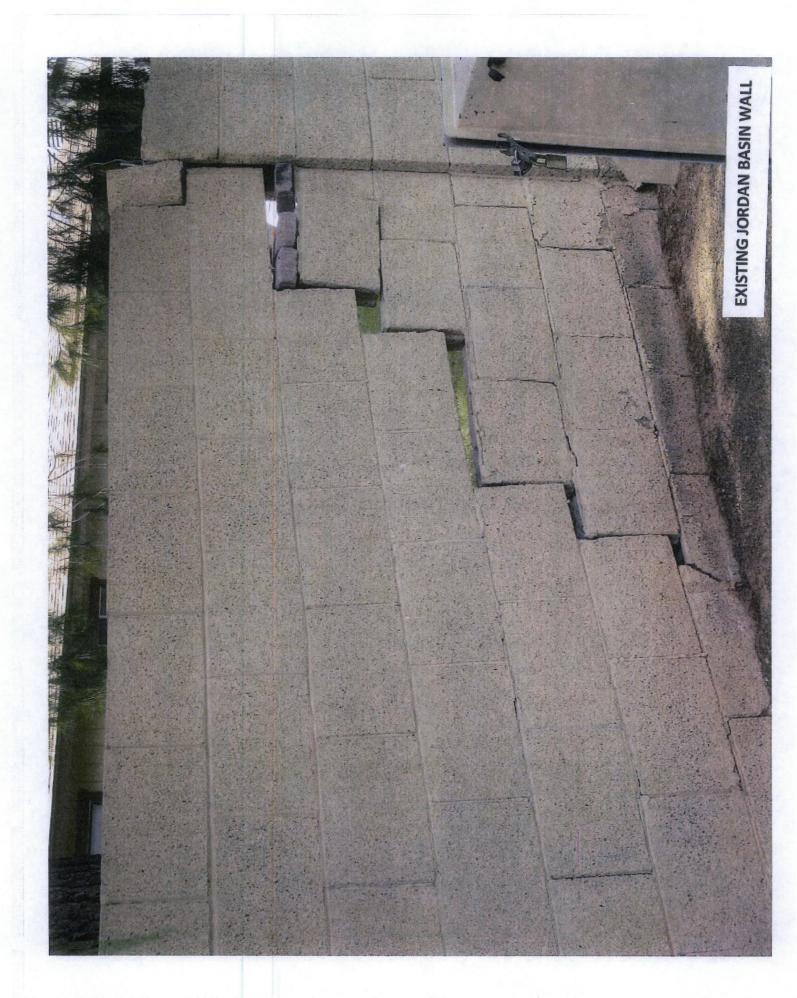


WALL REMOVAL AND REPLACEMENT JORDAN BASIN WALL









CITY OF CHANDLER SERVICES AGREEMENT WALL REMOVAL & REPLACEMENTS-VARIOUS LOCATIONS AGREEMENT NO.: ST3-914-3255

THIS AGREEMENT is made and entered into this _____ day of ______, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Goldstein & Luera**. hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Landscape Compliance Coordinator/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- **1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- **1.4. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 2. SCOPE OF WORK: CONTRACTOR shall provide wall removal/replacement all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Performance Bond (Exhibit D1), Payment Bond (Exhibit D2), Exhibit E, Four (4) Plan Drawings dated 12/28/12 & 1/10/2013 are attached and incorporated herein by reference.
- 2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- **2.2.** Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- **2.3.** Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
- **2.4. Compliance With Applicable Laws**. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5 Bidder's place of business MUST be physically located in the Phoenix, Arizona metropolitan area. The Contractor MUST have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall provide to the Contract Administrator, the individual's name and contact information, including cellular phone, pager, and off-hours phone numbers.
- 2.4.6 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.7 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.8 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5. One-Year Warranty. CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- **3.2.** Audit. At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

- **3.4. Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4. PRICE. CITY shall pay to CONTRACTOR the sum of EIGHTY THREE THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS AND SEVENTY NINE CENTS (\$83,334.79) for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.1. Taxes. CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- **4.2.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.3. Payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- **4.4. Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- **4.5. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- **4.6.** Acceptance by City. CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- COMPLETION: Following execution of this Agreement by CITY, CONTRACTOR shall commence work and shall complete all services described herein within Two Hundred and Ten Calendar Days (210) from issuance of notice to proceed.
- 6. LIQUIDATED DAMAGES. The CONTRACTOR understands that if Substantial Completion is not attained within the Contract Time, the City will suffer damages, which are difficult to determine and accurately specify. The CONTRACTOR agrees that if Substantial Completion is not attained within the Contract Time, the CONTRACTOR will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference.

- **6.1.** The Contractor shall pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications.
- **6.2. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance. If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order. The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- **7.4.** Non-exclusive Remedies. The rights and the remedies of the City under this Contract are not exclusive.
- **7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- **7.6.** Right of Offset. The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

8.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- **8.2. Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
 - 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
 - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment. CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- **8.6.** Continuation of Performance Through Termination. The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- **8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona

- 10.2. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees

12. INSURANCE:

1. General.

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- 2. <u>Minimum Scope And Limits Of Insurance</u>. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.
- A. Commercial General Liability-Occurrence Form. CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

 Vehicle Liability: CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of
 \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or
 used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess
 or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella
 insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers Compensation and Employers Liability Insurance: CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- 3. Additional Policy Provisions Required.
- A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:
- 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
- 2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
- 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.

- 4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
- 5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
- 8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
- 13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY		In the case of the CONTRACTOR					
Contract Administrator:	Landscape Compliance	Firm Name:	Goldstein & Luera				
	Coord.		Construction, LLC				
Contact:	Bart Brown	Contact:	Arthur Luera				
Mailing Address:		Address:	1219 S. 9 th St.				
Physical Address:	975 E. Armstrong Way Bldg.C	City, State, Zip	Phoenix, AZ 85034				
	Chandler, AZ 85225	Phone:	602-252-1310				
Phone:	480-782-3428	FAX:	602-254-5460				
FAX:	480-782-3495		alberto@glcon.com				

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

- 14.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. Performance and Payment Bonds.

Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

- **15.3. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.4. SUBLETTING OF CONTRACT. Pursuant to MAG 108.2, the City of Chandler, on this Contract, is requiring that the Contractor shall perform with its own organization, work amounting to not less than 51% of the total original contract price, excluding any specialty items.
- **15.5. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- **15.6. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

- 15.7. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.8. Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.9. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- **15.10.** Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

day of, 2013.	e hereunto	subscribed their names to this
FOR THE CITY OF CHANDLER		FOR THE CONTRACTOR
Mayor	·	By: Signature
ATTEST:	SEAL	ATTEST: If Corporation
City Clerk		Secretary
Approved as to form:		
City Attorney		

EXHIBIT A

Contractor Immigration Warranty To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

-	Contract Number:	ST3-914-3255 Wa	all Removal/Replacement	
			dstein & Luera Construction, LLC	
	Street Name and N			
ı	City: Phoenix	State: AZ	Zip Code: 85034	

I hereby attest that:

- 1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
- 2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Co	ntractor (Employer) or Authorized	d Designee:
<u> </u>	Arthur Utera	
Title:	president	
Date (month/da	y/year): <u>7/8//3</u>	

EXHIBIT B SCOPE OF WORK

INTRODUCTION

Contractor shall provide Wall Removal and Replacements at various locations.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein. The City possesses a 'Negative' Asbestos Report on the City walls that the contractor may utilize to submit to the County, if required.

The Bidder must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Bidder shall have been conducting business within the Phoenix Metropolitan area for a MINIMUM of two (2) consecutive years.

Contractor's license through the Arizona Registrar of Contractor's at time of bid submittal.

The Contractor **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall provide to the Contract Administrator, the individual's name and contact information, including cellular phone, pager, and off-hours phone numbers.

Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein. Contractor does not have to secure a permit for a wall less than 6' in height for this work.

The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.

The Contractor shall protect and prevent damage to structures, fences, vehicles, trees and plants. Any damage to public or private property shall be corrected by removal or replacement by the Contractor, at the Contractor's expense, to the satisfaction of the property owner and/or the Contractor Administrator.

SCOPE OF WORK

1. CONTRACTOR shall provide all labor, materials, dust mitigation, permits, equipment, and everything necessary to complete the work while adhering to applicable laws, specifications, and ordinances. This shall include all traffic control, if necessary. As is more clearly specified on the drawings, the proposed

work shall be done at two separate sites. One site is on the east side of Rural Rd. from Gail Drive to Corona Del Sol High School. The second site is on Carriage Lane near the intersection of West Silvergate Dr. and more specifically, on the south side of the Carriage Lane Open Space. CONTRACTOR shall be responsible for the removal and disposal of all walls or fences designated to be removed including but not limited to the spoils from the proposed footings and other debris.

- CONTRACTOR shall verify all utilities and must utilize Blue Stake services. Should any damage occur, CONTRACTOR shall take sole responsibility for any costs incurred. CONTRACTOR must repair and/or replace <u>all</u> damaged areas including plant material, irrigation, sod, and irrigation systems in kind. CONTRACTOR shall be responsible for documenting existing site conditions prior to commencing any work.
- CONTRACTOR shall be responsible for ensuring that the proposed walls meet Arizona Department of Transportation (ADOT) specifications. (Refer to ADOT bridge structure detail drawings entitled "Sound Barrier Wall SD 9.01 & 8.02, most current revision).
- 4. The proposed walls are located on both private and CITY-owned property. The private walls shall require replacement. This is especially evident where the proposed wall is to tie into the existing walls on site. CONTRACTOR may need to tie the proposed wall into the existing side yard walls. The CONTRACTOR shall include pricing to construct plus/minus 6' or wall to make the necessary connection to the side yard wall. CONTRACTOR shall also ensure any proposed walls meet existing walls in a secure fashion, utilizing good masonry practice. Contractor shall assure that the minimum wall height, on either side is 6' height.
- 5. CONTRACTOR shall prepare and utilize door hangers to notify property owners of work to be completed. Door hangers shall provide CONTRACTOR's contact information, including date(s) of work for said property, and five (5) days minimum notice. (Exhibit E attached). CONTRACTOR shall submit a sample door hanger to the Contract Administrator/designee for prior approval.
- 6. CONTRACTOR shall coordinate all work with the property owner and the Contract Administrator/designee, including notification to the property owner when work is to commence on their property and installation of screened temporary fencing. The temporary fencing must secure potential pets within the owners' property. The maximum timeframe a single property may go with a temporary fence is seven (7) days. This shall be sufficient time to replace a wall portion on the property.
- 7. CONTRACTOR shall be responsible for providing documentation to the Contract Administrator/designee of the existing condition of the sites prior to commencing work in case any discrepancies arise. Documentation shall be submitted to Contract Administrator/designee on a weekly basis. CONTRACTOR shall photograph or videotape entire site reflecting existing conditions prior to commencement of any work and provide a copy of said photos or videotape to Contract Administrator/designee.
- 8. If access to the alley is restricted for trash collection, it shall be CONTRACTORS responsibility to relocate the receptacles to the nearby street on trash collection days and replace them in the intended location once the trash has been collected on that day.

- 9. The home owner's side of the wall is to be painted the same wall color if home owner approved. The homeowner's options are as follows.
 - 1. Painted interior wall or not painted interior wall. Per this contract the CONTRACTOR shall include painting the inside of the proposed wall and the side walls to a point of connection to existing walls or to the construction easement line (6'). If additional wall area is to be painted, the contractor is to provide a square foot price that may be utilized if the same color is provided or an acceptable paint is provided to the contractor by the home owner. If agreeable the Contractor is to paint the inside wall the color the homeowner agrees to pay for or provide. If any other arrangement is made, it must be done between the CONTRACTOR and homeowner.
- 10. Contractor is responsible for equipment and the site during construction. Care must be taken on the existing landscape when storing block and other equipment.
- 11. The L45 block is center scored. This is correctly depicted on the Carriage Lane Wall detail. The Rural Rd detail also has L45 block, and the center score is not clearly depicted. It should be noted that the lower split face block courses should be center scored on the Rural Rd wall.
- 12. Bidder's submittal/pricing shall include cost to paint interior (resident side) walls. The Contractor shall provide a per square foot price on the price sheet Exhibit C. The contractor will be paid for the actual square footage painted (for the inside of residential walls only).
- 12. In regards to the alley portion of the wall, only the street side of the wall is to be painted.
- 13. Contractor is to coordinate all site work including block and tile work, wall repair, painting, anti-graffiti coatings, and clean-up.
- 14. Anti-graffiti coating to be applied is MB4500G coating as manufactured by MB Solutions 1-888-554-8844 or approved equal. Apply per manufacturer's recommendations.

EXHIBIT C PRICING

ITEM #	DESCRIPTION	ESTIMATED QTY/UOM	UNIT PRICE	EXTENDED PRICE
Rural R	Road Wall		-	
1.	6' high masonry wall replacement with adornment as specified, including paint, antigraffiti coatings	457	\$ 35.00	\$ 15,995.00
2.	Existing wall and footing to be removed and disposed	417	\$ 18.00	\$ 7506.00
3.	Labor to move or relocate existing debris/personal property within yards so wall work may commence	Lump Sum	\$ 6,000.00	\$ 6,000.00
4.	Labor and Materials to paint interior walls (resident walls)	1000 SQ.FT	\$ 5.00	\$ 5,000.00
Carriac	je Lane Wall			
5.	6' high masonry wall replacement with adornment as specified, including paint, antigraffiti coatings	411	\$ 46.00	\$ 18,906
6.	Existing wall and footing to be removed and disposed	411	\$ 18.00	\$ 7,398.00
7.	Labor to move or relocate existing debris/personal property within yards so wall work may commence	Lump Sum	\$ 6,000.00	\$ 6,000.00
8.	Labor and Materials to paint interior walls (resident walls)	2100 SQ.FT.	\$ 5.00	\$ 10,500.00
	\$ 77,305.00			
	\$ 6029.79			
			L ITEMS 1-8	\$ 83,334.79

EXHIBIT D1 PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Bond amount)

KNOW A	LL MEN BY	THESE P	RESEN	TS: That, _							Principal), as
Principal,	and				a c	corporation	organize	d and exi	sting und	ler the law	of the State
of	with its	s principal	office in	the City o	fa c	, (her	einafter ca	lled the S	Surety), a	is Surety,	are held and
	ound unto	ule C	ty Oi	Criandiei	, County of Dollars	(\$	pa, State	; 01 A), for	the payr	nent whe	reof, the said
	and Surety I these preser		elves, a	nd their he	eirs, administra	tors, exec	utors, succ	essors a	nd assigr	ns, jointly i	and severely
V day of	WHEREAS,	the Princip	al has e	entered int	o a certain wrii 3-914-3255 \	tten Contr	act with th	e City of	Chandle	r, Dated to	he
referred to	o and made	a part here	of as fu	lly and to t	he same exten	t as if cop	ies at lengt	h herein.			
perform a of said Co under the and all du	and fulfill all ontract and contract, are contract, are uthorized.	the undertany extensed shall also discount of the contract of	akings, on sions the so perforations of	covenants ereof, with m and fulfi conditions	OF THIS OBL terms, condition or without noticall all the undert of said Contral obligations sha	ons, and a ce to the stakings, co act that ma	greements Surety, and ovenants, to by hereafte	of said of d during the erms, cor r be mad	contract of the life of aditions, a e, notice	during the any warrand and agree of which	original term anty required ments of any modifications
Arizona F	Revised Stat	utes, and	all liabilit	ties on this	executed purs s bond shall be ed at length her	e determin					
The previ		in a suit o	n this bo	ond shall b	e entitled to s	uch reasc	nable atto	rney's fe	es as ma	ay be fixe	d by a judge
٧	Vitness our l	nands this	da	y of		, 2013.					
					PRINCIPAL		SEAL				
Ā	GENT OF F	RECORD		· · · · · · · · · · · · · · · · · · ·	BY						
					SURETY		SEAL				
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EXHIBIT D2 PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES (Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS: HAT: ______(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of __ with its principal office in the City of ______, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of Dollars (\$______), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____, 2012, for **Bid No. ST3-914-3255 Wall** day of Removal/Replacement, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein. NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect. PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. Witness our hands this ______ day of ______, 2013. PRINCIPAL SEAL AGENT OF RECORD

SURETY

AGENT ADDRESS

SEAL

NOTES.

- I, PROVIDE WEEP HOLES AS REQUIRED AT LOW POINTS AND 30' OC BY FLIPING A MASONRY BLOCK ON ITS SIDE AT GRADE TO PERMIT (BACKYARD) AREAS TO DRAIN.
 - 2. PROVIDE REBAR AND A BOND BEAM AS REQUIRED. 3. PROVIDE EXPANSION JOINTS AS REQUIRED (20' O.C.
- 4. ALL DÁMAGED PAVEMENT, TURF, IRRIGATION EQUIPMENT (LINES, HEADS, ETC.) AND WALKS, ETC. SHALL
 - ECONTROL (LINE), FILL, JAND WALNS, FILC. STABE REPORTED IN KIND.

 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERITHING UTILITY LOCATIONS AND SHALL BEAR SOLE RESPONSIBLITY FOR ANY DAMAGE AND REPARS.

 6. THE CONTRACTOR SHALL CIEAN UP THE DISTURBED
- AREA UPON WALL COMPLETION. 7. GRADE BRAKES OR WALL ELEVATION CHANGES SHALL BE MADE AT THE PROPOSED JOINT LOCATIONS AS
- REQUIRED.

 3. THE WALL TOP 19 TO GET A DAP-O1 ELASTOMERIC SEL I PRE WALL TOP 19 TO GET A DAP-O1 ELASTOMERIC SEL I PRE MANUFACTURERS SPECIFICATIONS.

 9. THE CONTRACTOR 19 TO PAINT THE CITY SIDE OF THE WALL WITH TWO COATS OF BAKED POTATO AND WITH PERMISSION THE INSIDE OF THE PROPOSED WALL ONLY. IF ANY OTHER AREAS ARE TO BE PAINTED OR A COLOR WARATION. THIS MUST BE COORDINATED BETWEEN THE
- VARIATION, THIS MUST BE COORDINATED BETWEEN THE PAINTER AND HOMEOWNER.

 10. THE LINE AND GRADE OF THE TOP OF WALL AND FENCE SHALL BE CONTINUOUS, WHILE MAINTAINING A G' MIN.
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 GRANITE WITHIN THE REMOVED TURF AREA. PROPOSED
 HEADER SHALL BE STRAGHT AND LEVEL, FREE FROM BOTH
 HORIZONIAL AND VERTICAL WORBLES.

I. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT ADOPTED MAG SPECIFICATIONS AND STANDARD DETAILS AS MODIFIED BY THE CITY OF CHANDLER. 2. NO SUBSTITUTIONS OR QUANTITY DEVIATIONS SHALL BE MADE

2. NO SUBSTITUTIONS OR QUANTITY DEVIATIONS SHALL BE INWITHOUT THE CONCENT OF THE OTHER.

3. THE CONTRACTOR IS RESPONSIBLE FOR OBTANING ANY NECESSARY PERMIS PRIOR TO THE START OF CONSTRUCTION. 4. THE CITY REPRESENTATIVE SHALL BE NOTIFIED 24 HOURS MINIMALM FRIOR TO THE START OF CONSTRUCTION.

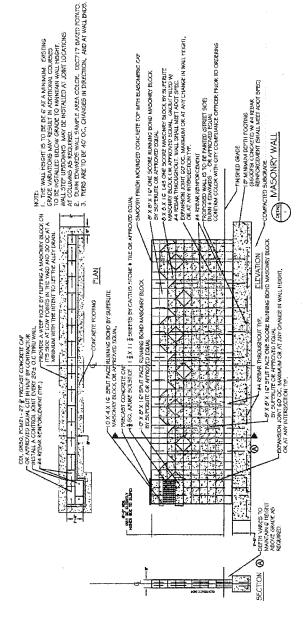
MINIMUM PRIOR TO THE START OF CONSTRUCTION.

5. PRIOR TO ANY CONSTRUCTION IN THE PUBLIC RIGHTS OF WAY,
THE LANDSCAPE CONTRACTOR SHALL OBTAIN THE WRITTEN
APPROVAL OF THE CITIES REPRESENTATIVE. ALL CONSTRUCTION
SITE DISTURBANCES SHALL BE RESTORED TO THE ORIGINAL
CONDITIONS. UTILIZING THE MINIMAL FOLLOWING REQUIREMENTS.

(4) THE CONTRACTOR, SHALL CONTRACT THE CITY LANDSCAPE COMPLIANCE OFFICER TO INSPECT ALL WORK PRIOR TO THE ISSUING OF THE CONDITIONAL ACCEPTANCE.

(B)THE CONTRACTOR SHALL MAINTAIN THE WALL AND FENCE FOR 90 DAYS AFTER SO DAYS THE CITY SHALL BE CONTACTED FOR FINAL ACCEPTANCE.

DETAIL 1 OF 1



ADOT BRIDGE GROUP STRUCTURE DETAIL DRAWINGS ENTITLED SOUND BARRIER WALL SD 8.01 # 8.02, MOST CURRENT REVISION THE PROPOSED WALLS ARE TO MEET ADOT SPECIFICATIONS. SEE 14. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE DOOR HANGERS WHICH ARE TO BE APPROVED BY THE CITY NOTIFYING ADJOINING RESIDENTS OF PROPOSED WORK AND TIME FRAME WHEN WORK WILL COMMENCE, AND CONTACT INFORMATION. 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VIDEOTAPING AND/OR PHOTOGRAPHING EXISTING CONDITIONS PRIOR TO 6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY AND STRUCTURES LOCATIONS PRIOR TO CONSTRUCTION. ALL CONFLICTS SHALL BE ELIMINATED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS TO CONTACT BLUE STAKE AT 480-263-1100 AT A MINIMUM. THE CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR REPRESENTATIVE AND/OR ALL WORK OR MATERIAL NOT IN CONFORMANCE WITH THE PLANS OR SPECIFICATIONS IS SUBJECT TO ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
7. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY REMOVAL, AND REPLACEMENT AT THE CONTRACTORS EXPENSE. 8. THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR LIABILITY CONJUNCTION WITH THIS CONSTRUCTION. THE CITY WILL NOT PARTICIPATE IN THE COST OF ANY UTILITY RELOCATION. ACCRUED DUE TO DELAYS AND/OR DAMAGES TO UTILITIES IN

9. DISPOSAL OF AND STOCKPILING OF EXCESS MATERIAL WITHIN THE CHANDLER CITY LIMITS OR PLANNING AREA SHALL BE DONE IN SUCH A WAY THAT WILL NOT CREATE A NUISANCE. EXCESS MATERIAL IS TO BE REMOVED FROM SITE AT THE CONTRACTORS EXSPENSE. IS TO BE REARTHC COMPROL, IF NECESSARY, SHALL BE MANITAINED IN ACCORDANCE WITH THE CITY OF CHANDLER TRAFFIC BARRICADE.

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11. A SET OF PLANS SHALL REMAIN ON THE JOBSITE AT ALL TIMES THAT THE WORK IS IN PROCRESS.

2. COORDINATION MUIS TAKE PLACE BETWEEN THE CONTRACTOR AND THE HOMEOWNERS SO THEY ARE INCONVIENANCED AS LITTLE AS POSSIBLE AND THEY HAVE SUFFICIENT WARNING TO BRING IN PETS, ETC.

COMMENCING WORK. THIS INFORMATION IS TO BE UTILIZED AND SERVE AS PROOF OF EXISTING CONDITIONS IF ANY LAWSUIT SHOULD ARISE.

I.G. TEMPORARY SOCREBUD FENCING IS TO BE PROVIDED BY THE CONTRACTOR FOR EXPOSED AREAS. ALL YARDS SHALL HAVE A TEMPORARY SOCREIN FENCE TO PROVIDE SECURITY.

17. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, DISPOSAL, AND REMOVAL OF THE EXISTING WALLS THAT ARE TO BE REVOYED AND REMOVAL OF THE EXISTING WALLS THAT ARE TO BE REVOYED.



WALL DETAILS CARRIAGE LANE

FREFARED BY: BAKTON BROWN CITY OF CHANDLER LANDSCAPE COMFLIANCE OFFICER DATE: DECEMBER 28, 2012, JANUARY 10, 2013 NOT TO SCALE

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7. GRADE BRAKES OR WALL ELEVATION CHANGES SHALL BE MADE AT THE PROPOSED JOINT LOCATIONS AS AREA UPON WALL COMPLETION

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9. THE CONTRACTOR IS TO PAINT THE CITY SIDE OF THE WALL TONLY. IF OTHER PRIVATE AREAS ARE TO BE PAINTED THIS MUST BE COORDINATED BETWEEN THE PAINTER AND HOMEOWNER.

10. The line and grade of the top of wall and fer Shall be continuous, while mantaining a 6' Min. Height. κi

WALL SHALL BE HAVE A 2' X 2' PIER AT EACH CORNER AND THE WALL SHALL HAVE A 3' HT WITHIN THE FRONT SETBACK, THE WALL SHALL MATCH THE PROPOSED WALL IN BLOCK TYPE, WALL CAP, COLOR, AND PATTERN. IF THE WALL FALLS WITHIN THE FRONT SETBACK, THE

43

NOTE.

1. THE WALL HEIGHT IS TO BE BE G' AT A MHIMMUM. EXISTING
CRANDE VARIATIONS MAY RESULT IN ADDITIONAL COURSES.

TO BE INSTALLED BELOW GRADE TO MANTAIN WALL HEIGHT.
WALL STEP UPDOWNES MAY BE INSTALLED AT JOINT LOCATIONS
AT COLUMN SA REGULED.

2. PIERS ARE TO BE 40' OC, CHANGES IN DIRECTION, AND AT WALL BIND. —EXPANSION JOINT GO CC. MAXIMUM OR AT ANY CHANGE IN WALL HEIGHT, OR AT ANY INTERSECTION TY:
OR AT ANY INTERSECTION TY:
MASONER BLOCK OR APPROVED EQUAL, GROUT FILLED W/
44 REDAR THROUGHOUT. PROPOSED WALL IS TO BE PAURED (STREET SIDE)
DUINN # EDWARDS — OR APPROVED EQUAL
COUNTRIA COLOR WITH CITY COMPLIANCE OFFICER PRIOR TO ORDERING -SMOOTH FINISH MOUNDED CONCRETE TOP WITH ELASOMERIC CAP MASONRY BLOCK OR APPROVED EQUAL, GROUT FILLED W/ #4 REDAR THROUGHOUT. WALL SHALL MEET ADOT SPEC. -B X B X 16 145 MASONRY BLOCK BY SUPERLITE #4 REBAR KEINFORGEMENT -COMPACTED SUBGRADE PROVIDE A WEEF HOLE BY FLIPPING A MASCHRY BLOCK ON ITS SIDE AT LOW POINTS IN THE YARD AND 30' OC AT A MINIMUM WITH THE INTENT TO LET THE ALLEY DRAIN. ELEVATION 1 PLAN HO"X 8"X 16" SPLIT FACE RUNNING BOND MASONRY BLOCK 10 X 4 X 16 SPLIT FACE RUNNING BOND BY SUPERLITE MASONRY BLOCK OR APPROVED EQUAL, -CONCRETE FOOTING CDI, GR30, PCM21 - 27 \$* PRECAST CONCRETE CAP — OR APPROVED EQUAL CLIT IN HAIF BY CONTRACTOR. — THIS TALL OOTHROL JOINT FYERY 20'± 0.C THRU WALL. — #4 REBAR REINFORCEMENT (TP.) — PROVIDE A WEL ー FRECAST CONCRETE CAP 一書 50, AMBER 50」STICE GY-OV YOU. OWN YE SLIGHTLY CAPOLE TO SLOPED 1-6-1 DEPTH VARIES TO MAINTAIN G' HEIGHT ABOVE GRADE AS REQUIRED. SECTION (

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CURRENT ADOPTED MAG SPECIFICATIONS AND STANDARD DETAILS AS MODIFIED BY THE CITY OF CHANDLER.

2. NO SUBSTITUTIONS OR QUANTITY DEVIATIONS SHALL BE MADE WITHOUT THE CONSENT OF THE CITY.

3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS PRIOR TO THE START OF CONTRUCTION.

4. THE CITY REPRESENTATIVE SHALL BE NOTIFIED 24 HOURS MINIMUM PROS TO THE START OF CONSTRUCTION.

5. PRIOR TO ANY CONSTRUCTION IN THE PUBLIC RIGHTS OF WAY, THE LANDSCAPE CONTRACTION IN THE PUBLIC RIGHTS OF WAY.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST

CONFORMANCE WITH THE PLANS OR SPECIFICATIONS IS SUBJECT TO REMOVAL, AND REPLACEMENT AT THE CONTRACTORS EXPENSE. 8. THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR LIABILITY CONJUNCTION WITH THIS CONSTRUCTION. THE CITY WILL NOT ACCRUED DUE TO DELAYS AND/OR DAMAGES TO UTILITIES IN

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II. A SET OF PLANS SHALL REMAIN ON THE JOBSITE AT ALL TIMES THAT ACCORDANCE WITH THE CITY OF CHANDLER TRAFFIC BARRICADE 10. TRAFFIC CONTROL, IF NECESSARY, SHALL BE MANTAINED IN MANUAL AND SPECIFICATION

CONDITIONAL ACCEPTANCE. AFTER 90 DAYS THE CITY SHALL

(B)THE CONTRACTOR SHALL MAINTAIN THE WALL FOR 90 DAYS

SITE DISTURBANCES SHALL BE RESTORED TO THE ORIGINAL CONDITIONS, UTILIZING THE MINIMAL FOLLOWING REQUIREMENTS.

(A) THE CONTRACTOR SHALL CONTACT THE CITY LANDSCAPE

COMPLIANCE OFFICER TO INSPECT ALL WORK PRIOR TO THE

ISSUING OF THE CONDITIONAL ACCEPTANCE. AFTER CONDITIONAL ACCETTANCE.

BE CONTACTED FOR FINAL ACCEPTANCE.

APPROVAL OF THE CITIES REPRESENTATIVE. ALL CONSTRUCTION

AND THE HOMEOWNERS SO THEY ARE INCONVIENANCED AS LITTLE AS POSSIBLE AND THEY HAVE SUFFICIENT WARNING TO BRING IN PETS, ETC. 12. COORDINATION MUST TAKE PLACE BETWEEN THE CONTRACTOR THE WORK IS IN PROGRESS.

DETAIL 1 OF 1

AND/OR PHOTOGRAPHING EXISTING CONDITIONS PRIOR TO COMMENCING WORK, THIS INFORMATION IS TO BE UTILIZED AND SERVE CHANGING WORK, THIS INFORMATION IS TO BE UTILIZED AND SERVE ADOT BRIDGE GROUP STRUCTURE DETAIL DRAWINGS ENTITLED SOUND 13. THE PROPOSED WALLS ARE TO MEET ADOT SPECIFICATIONS. SEE ADJOINING RESIDENTS OF PROPOSED WORK AND TIME FRAME WHEN WORK WILL COMMENCE, AND CONTACT INFORMATION. AS PROOF OF EXISTING CONDITIONS IF ANY LAWSUIT SHOULD ARISE.
16. TEMPORARY SCREENED FENCING IS TO BE PROVIDED BY THE CONTRACTOR FOR EXPOSED AREAS. ALL YARDS SHALL HAVE A BARRIER WALL SD 8.01 ¢ 8.02, MOST CURRENT REVISION 14. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE DOOR HANGERS WHICH ARE TO BE APPROVED BY THE CITY NOTIFYING 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VIDEOTAPING



"-1 &" MINIMUM DEFTH FOOTING (3500PS) CONCRETE) W/#4 REBAR RENFORCEMENT (SHALL MEET ADOT SPEC)

-FINISHED GRADE

MASONRY WALL

Where Values Make The Difference CITY OF CHANDLER STREETS DIVISION MSSOOS, FOR 4008

TEMPORARY SCREEN FENCE TO PROVIDE SECURITY

RURAL ROAD WALL DETAI

PREFARED BY: BAKTON BROWN COTY OF CHANDLER LANDSCAPE COMPUNICE OFFICER DATE SETTEMBER 26, 2012, JAN. 10, 2013 NOTTO SCALE

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